

Memorandum of Understanding

between

**The Regents of the University of California, Management and Operations Contractor
for the Lawrence Berkeley National Laboratory**

and

China Green Building Council

Concerning Collaboration in the Fields of Green Building and Eco-District

This Memorandum of Understanding (MOU) is between The Regents of the University of California (The Regents), in its capacity as the manager and operator of the Lawrence Berkeley National Laboratory (LBNL), and China Green Building Council (China GBC).

LBNL is a U.S. Department of Energy (DOE) National Laboratory managed and operated by The Regents pursuant to DOE Contract No. DE-AC02-05CH11231. China GBC is a non-profit organization under the China Urban Study Association, affiliated with the Chinese Ministry of Housing, Urban and Rural Development (MOHURD) to promote sustainability in green building and neighborhood design, retrofit, operation, and maintenance. China GBC also develops and maintains the Chinese green building label (also called "three-star").

The Regents and China GBC are collectively herein referred to as the "Participants" or individually as a "Participant." Sharing an interest in collaborating in the fields of green building and eco-district, the Participants have reached the following understanding.

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to describe understandings between the Participants for collaboration in the fields of green building and eco-district.

2. Areas of Collaboration

The Participants intend to collaborate in one or more of the following areas:

- A. Green buildings;
- B. Eco-district;
- C. Carbon emission in green building and eco-district; and
- D. Industrialization of construction.

3. Proposed Forms of Collaboration

The Participants expect to collaborate through mutual visits, the exchange of information,

March 2, 2016

exchanges of researchers and experts, training and planning for future collaborative research, with any such future collaborative research to be undertaken only pursuant to an appropriate written agreement therefor.

4. Mechanisms of Collaboration

- A. To administer the implementation of this MOU, each Participant should designate one principal coordinator to be in charge of the collaboration, through whom all requests and plans of that Participant should be made.
- B. The principal coordinators may hold meetings when necessary to discuss matters related to collaboration under this MOU.
- C. The principal coordinator for The Regents is Dr. Nan Zhou, or in the alternative Dr. Wei Fang. The designated representative for China GBC is the Chairman of China GBC, Mr. Youwei Wang, or alternatively, Mr. Liang Ge or Mr. Leduon Chen.

5. Commencement, Modification and Discontinuation

- A. Cooperative activities under this MOU may commence upon signature and continue for a five (5) year period, unless discontinued in accordance with Paragraph B of this Section 5.
- B. The Participants may discontinue this MOU at any time by mutual written consent. Alternatively, a Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least thirty (30) days written notice to the other Participant.
- C. This MOU may be modified or extended for additional periods by mutual written consent of the Participants.

6. Exchange of Information

The Participants do not anticipate the exchange of any business-confidential information. If the Participants decide that a particular activity may lead to the exchange of business-confidential information, they should consult with each other and make appropriate written arrangements for the protection of such information.

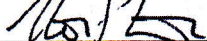
7. General Considerations

- A. This MOU does not create any legally binding obligations between the Participants.
- B. Each Participant should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, including, without limitation, export control laws and environment, health and safety laws and regulations, and international agreements to which its Government is party.
- C. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.
- D. Each Participant is to be responsible for the costs it incurs in participating in cooperative activities under this MOU.

MOU between The Regents of the University of California and China Green Building Council

Signed in duplicate in the English and Chinese languages.

FOR THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA:

By: 

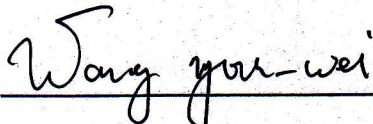
Name: Horst Simon

Title: Deputy Laboratory Director

Date: 3/2/2016

Place: Berkeley, CA

FOR CHINA GREEN BUILDING
COUNCIL:

By: 

Name: Youwei Wang

Title: Chairman

Date: 12/11/2016

Place: Beijing